Recording Requested by
Private Attorney General
When Recorded Mail to:
Name: Keith Spencer
Address: 1224 Weaver Street , San Diego Ca,
Zip : 92114

FILED
2008 MAY 28 PM 3:37
CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY ______ DEPUTY

Space above this line for Recorder

UNITED STATE DISTRICT COURT
Southern District of California

To:

California Attorney General Edmond G. Brown Jr.
880 Front St. Rm 6293
SAN DIEGO CA 92102

'08 CV 0942 DMS LSP

Keith Spencer Plaintiff
VS
First Federal Bank
Prudential Realty, Earl Wallace
Jan Davis, M.P.O. Kepper
+ Associates 1-100
Defendant / ~~Respondent~~

CIVIL COMPLAINT
Affidavit of information

Alien Tort Claim Act

Affidavit of Obligation/ Truth

"True Bill in Commerce" By the Petitioner, (Keith Spencer), A.K.A., Creditor/ Lien Claimant

Felony, High Crimes and Racketeering Influenced and Corrupt Organizations

A) Invasions of **TITLE 47 > CHAPTER 5 > SUBCHAPTER V** Sec. 223. the Law of the Nations/ United Nation Protocols: the Universal Declarations of Human Rights, the International Covenant on Civil and Political Rights, and United Nations Human Right Committee, also the Universal Declarations of Human Rights,

(18 United States Code 4 Federal Rules of Criminal Procedure, Rule 3.

(**Request for a Special Grand Juries Investigations**)

THIS CRIMINAL COMPLAINT AND AFFIDAVIT OF INFORMATION/ TRUE BILL DOES NOT ARISE FROM THE SUBJECT MATTER OF ANY PREVIOUS DISPUTES IN CLASS ACTION.

Affidavit of Information/ Affidavit of Obligation (Affidavit of Truth) "True Bill in Commerce" in support of a Criminal Complaint.

I, (Keith Spencer), the Complainant/ Affiant in the instant matter, am reporting, by Affidavit of Obligation, and am giving **(Public Caveat Notice, that the General Public Act Large is in Jeopardy , Due to the Outrageous Unethical Business Practice of Insolvent Private Corporation Willful International Covenant on Civil and Political Rights, and United Nations Human Right Committee, also the Universal Declarations of Human Rights, united States of America and all Respondents listed in below/ Malfeasants should be subjected to this Alien Tort Claim Act** to the office of the California Attorney General believed to be the Competent **Authorities to which Knowledge of criminal action should be reported.** This "True Bill in Commerce" Affidavit of Obligation is pursuant to 18 United States Code Section 4 (18 USC 4), the Federal Rules of Criminal Procedure, Rule 3, Title 18 (18 USC) Section 4 States:

"Whoever, having knowledge of the Actual commission of a felony cognizable by a court of the United States, conceals, and does not as soon as possible make known, the same to some Judge or other person in civil or Military authority under the United States, shall be fined not more than $500.00 or imprisoned not more than three years, or both." Federal Rules of Criminal Procedure Rule 3 States:

"The complaint is a written statement of the essential fact constituting the offense charged. It shall be made upon oath, before a magistrate." Pursuant to the Rome Convention, Etc.

In order for a crime to exist, four elements must exist. First there must be a clearly defined crime or criminal action. **Second,** there must be a victim. **Third that** the victim must have been damaged or injured, and **fourth,** the criminal intent must be established on the part of the accused. **Without proof of all four elements, no action can be considered criminal.**

In this matter the complainant affiant is the victim, the Commercial Affidavit set the complained issues and this criminal complaint defines the crimes, verifies the actual damages, and the intent was established by proof that the accused/Libel / Harassments/ Domestic Terrorists threats, Despite of Caveat Notice to cease and Desist ,Etc.

PARTIES OF INTEREST

Petitioner at all times mentioned is Keith Spencer and Associates

Respondent at all times mentioned is **First Federal Bank** and **Prudential Realtor Jan Davis Municipal Police Officer Keffer and Associates 1-100**

STATEMENT OF CAUSE

Fact

First Federal Bank received by certified mail on April 28, 2008 a notice of interest and cease and decease with certified mail # 7006 2150 0001 6403 0234 from Keith Spencer and received by Mynor Duarte of First Federal Bank. After receiving and not responding in a timely fashion to the Notice to Cease and Desist all interests towards 1224 Weaver St. described real property as [LOT 18 OF EMPIRE ADDITION TO ENCANTO HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO.1254, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY APRIL 26, 1910] As it had been sold to the new and current Owner Keith Spencer on April 10, 2008 according to the San Diego County Property records (Doc # 2008-0191189 a certified copy of which is attached) who had purchased it from the Seminole Mortgage Company. Subject property had been grant deeded to Seminole Mortgage in a lawful, legal and timely fashion by previous owner Catherine Pope on the date of April 09, 2007 as shown in San Diego County Recorder records- DOC # 2007-0237013 -copy attached as she become fed up with the outrageous and unethical Business Practice ,under the color of office and state/ Federal/and International laws, the General Public at Large is in

Jeopardy , due to these Colorable dealings of First Federal Banks unrelenting out of court Non-foreclosure proceeding even though she had filed for legal / federal protection by way of a Quiet Title Lis Pendin and U S Bankruptcy.

First Federal Bank knew or should have known that all thenceforth negotiations were to be between First Federal Bank and Seminole Mortgage yet over-ran that fact and continued in bad faith to carry out the illegal foreclosure by accommodating a trustee sale dated June 14, 2007. First Federal Bank then forced Ms Pope and all others from 1224 Weaver St. by way of a Sheriff enforced eviction in or around March 2008 even though already receiving a money judgment of $495,865 from Ms Pope .and actually received full payment by means of their Insurance policy The foreclosure and all of its interests were then complete and final and no more.

Seminole Mortgage being the Legal Owner had the right to sale the property 1224 Weaver St. San Diego, California and did so to Keith Spencer- Deed of Trust being recorded in the San Diego County Recorders Office. Yet not only does First Federal Bank want the money from the judgment and or the Insurance Policy they obtained but also want to steal the property from the new Owner Keith Spencer who is not a party to their previous foreclosure or trustee dealings.

Thus due to the outrageous and unethical business proceedings of First Federal Bank and Prudential Realty, I, Keith Spencer a Secure Party have filed this Criminal Complaint so as to have/ request the Attorney General look into these matters and stop the domestic terrorism of First Federal Bank and Jan Davis of Prudential Realty and all other John Does 1-1000. Keith Spencer the Legal Owner with 100% interest in 1224 Weaver st property who resides there in peaceful possession requests the Attorney General to demand a stay of all harassment by First Federal Bank and Prudential realtors and Company immediately as the Peace is being broken by defendants because of their trespassing upon the property committing burglary and theft having changed the entry locks with my pet inside and causing extreme agitation to my wife who's medicine was inside our home and we were unable to obtain it thus the illness that comes from the lack of it. This was done even after First Federal Bank was sent by Certified Mail receipt

70062150000164030234 a notification letter of my purchase and Cease and Desist all interest towards 1224 Weaver Street that went unanswered and therefore an agreement to the stipulated stipulations. A copy is attached. In good faith another and revised Cease and Desist order is/was served upon Jan Davis personally by SDPD Officer Jason WEEDON and Officer T. TERRANOVA on Monday May 12, 2008 (due to their 3rd trespass upon Keith Spencer's private Property) sent in case First Federal Bank / Prudential Realty needed more time to prove their standing or lack of it, a Copy of which is attached, the need for which Keith Spencer feels is needed due to the mental and physical distress and fear for our safety that is in jeopardy as defendants are causing him and his wife and children. Someone trespassed upon my property placing a threat to tow from Mr. Spencer's own private property his vehicles within 72 hours on May 10, 2008 and therefore causing extreme terror 24 hrs a day to Mr. Spencer a Secure Party and his wife and children with the concern of what will First Federal Bank

and Prudential Realtor Jan Davis and the others do to harm the legal owner (according to the San Diego County Recorders Office) to gain income from 1224 Weaver St. property even though First Federal Bank has already been paid for this property several times and because it is not theirs to gain further income from.

California Attorney General Edmond G. Brown Jr. is there no justice for American / California Republic State Citizen Keith Spencer, a Secure Party according to the Uniform Commercial Code from your Office? I pray there is!

The predatory practices of Mortgage Companies are now well documented by the decisions made by Attorney General's in other State Class Action Lawsuits that have been upheld. Mr. Spencer has notified the FBI as to the domestic terrorism that is being perpetrated towards the peaceful Spencer family and private property of Keith Spencer, Secure Party.

Please notice First Federal Bank and Prudential Realty & all John Does to cease any and all actions towards Keith Spencer and 1224 Weaver Street Property until they prove to you and a court of law (with lawful due process) that they have a legal right/interest to 1224 Weaver Street property and to trespass upon Keith Spencer a Secure Party and or his Private legally owned property.

AFFIDAVIT

AFFIDAVIT OF Keith Spencer-SECURE PARTY CREDITOR

To: The California Attorney General and SDPD Southeastern Division Captain Tony McElroy.

A burglary was committed upon the property of 1224 Weaver St. San Diego, CA [92114] on the date of Friday May 9th some time in the afternoon. Jan Davis of Prudential Realty and First Federal Bank of California along with co-horts are whom property owner believes to be the perpetrating parties responsible due to the contents that were stolen; 3 no trespassing signs , 4 Seminole Mortgage signs and 2 property ownership titles valued at $500,000 each. These burglars jammed and / or changed the entry locks therefore causing extreme anguish to the Spencer family then and even now and ongoing / Post Traumatic Stress Syndrome. Whether First Federal Bank President or Jan Davis thought they have a right to 1224 Weaver Street property is not the issue, what legally matters is that Keith Spencer did/does have legal ownership of 1224 Weaver St. property wherein he has/had possession and therein resides otherwise in peaceful possession and the notification of such was clearly displayed in front and back windows. Therefore Keith Spencer demands / needs (for the safety of himself and family) a restraining order be placed on First Federal Bank President and CEO and employees and on Prudential Realty President and employees, foremost Jan Davis Telephone # 619.890.5901. Whatever prosecution for the crimes mentioned above and below that the Penal Code / laws of the State of California and or Federal Government or by this private citizen apply to this matter, Keith Spencer a

Secure party requests be placed upon the accused mentioned above and below.

Someone again trespassed upon this property (May 10, 2008) placing a threat to tow from Mr. Spencer's own private property his vehicles within 72 hours on May 10, 2008 and therefore causing extreme terror 24 hrs a day to Mr. Spencer a Secure Party and his wife and children, harassingly placing our safety in jeopardy with the concern of what will First Federal Bank and Prudential Realtor Jan Davis or others do to harm the legal owner (according to the San Diego County Recorders Office).

New Developments / New crimes committed by Jan Davis and three unidentified co-horts on Monday May 12, 2008. Mr. Spencer had an hour earlier call SDPD to speak with a captain regarding the above but was advised that first he'd have to speak with a chain of command lower level officer who must come to his residence to record a complaint which hesitantly was arranged. Before the requested officers could arrive the Jan Davis along with 2 unknown menacing men and a woman driving a silver and black BMW and an employee of A. Aaron lock and Key Service trespassed into my private driveway. I asked them for their identification which they failed to show, nor would they state their name(s). Instead they made threats to force their way (invade) into my home and tow my vehicles. One man in particular (average height, wore cap perhaps Larry?) was extremely vicious in his manner and speech so much so that I went back into the house for my safety to await the SDPD officers. This Man came to the kitchen window demanding to know who I was and as I had taken their pictures for

Grand Jury evidence he took several pictures of me.even though he was told to cease and desist as I was in the privacy of my own home. He took pictures of my vehicle license plates that were upon my private property- is that theft? I personally saw that man open my storage sheds take pictures of it's contents and Jan Davis carry out something to her car.

Is that Domestic Terrorism? I believe so. The Identity of these men and women trespassers is requested to be ascertained by the SDPD. APPLICABLE CHARGES ARE TO APPLY and shall be included in a Criminal Complaint to the Attorney General and if need be prosecution in Rome for Human Rights Violations.

After a long while the officers arrived where-in they did conference with the people near the driveway for about 10-15 minutes. Two officers came up to the house and inquired of me what the situation was wherein I explained my legal status as well as my dilemma as to their harassment. If legal ownership of 1224 Weaver St. was in question then such civil matter must be proven and brought before a magistrate not the perpetration of domestic terrorism and violence as Jan Davis and her co horts exhibited. The initial officers looked at my evidence of ownership and seemed to conclude that I have legal right to 1224 Weaver Street and that Jan Davis & co-horts were trespassing, yet even though I requested a Citizens arrest upon Jan Davis and especially the vicious man and the A. Aaron employee nothing was done. This was the second time SDPD had come to 1224 Weaver Street (T. TERRANOVA twice). The first time it too was determined a civil matter and that Keith Spencer did in Deed Own Title to 1224 Weaver St. property.

Nearing conclusion of this instant matter another officer, officer Smith id#4088 came to the window and asked for my name and a show of my ID but would not relay the names of the trespassers to me. Officer Smith after much hostile tone questioning (apparently assuming realtors are always right) was asked by Keith Spencer / Property Owner to tell trespassers not to come back on the property again- I don't know if a warning was given to them or not, but if the sides were different…..

A burglary report was taken down at my home by officer M. ARMONION May 13, 2008. Wherein a early copy of this affidavit was given to him for Capt. MCelroy.

On May 20, 2008 a Detective Espinosa Called Keith Spencer and informed him that a case # had been assigned as to the above : 459PC Burglery. And asked for the Phone # to Jan Davis and to meet face to face the next week.

However unfortunately in the meantime under the Color of office and state law , continue harassment in the same fashion of the Klu Klux Klan Domestics War Strategy, spurious Attempt Self Help without a Court Order nor any Executive Order that Delegates to said Malfeasant Municipal Police office to Inquiry as the Judge / Jury and Executioner after business Hour at

10:30 PM on a Weekend of Saturday May 24, 2008 in my private driveway (as plaintiff was outside) by a armed SDPD Officer Keffer id# 3858 who very excitedly exclaimed "that I recently got a phone call from someone and that Alleged the property was owned by the Bank and no one is supposed to be here and that I've been out here before for an eviction". Yes I .keith Spencer confirmed and Attest that an eviction of the Former Tenants had taken place on or around March 2008 and those people don't live here any more and that Keith Spencer is the New Owner of Record. Officer G. VILLAGRAM'S (id# 6363) manner was Professional and Courteous and seemed to be there at the insistence of MR. KEFFER

MR. Keffer continued as if he had personal interest (or just duped?) as to who lives upon this property and whom would not state his first name or initial, nor would provide his Hazard Bond # Number, but harshly asked for Petitioner Identifications and wrote much information on his "ticket pad, what information I would like to know as the name Keith Spencer in all it's derivatives is Copyrighted and its use violation is $500,000.00 per occurrence. This **Self Help by Officer Keffer** caused extreme anxiety for plaintiffs wife, family and himself and thus are in fear due to their safety is in Jeopardy - perhaps due to a conspiracy. Why would a civil matter be moved upon by an SDPD Officer during Klu Klux Klan hours and not lawful business hours and by one whose duty is to lawfully protect and serve the People of this State of California, if it were not for personal Self Help for himself or First Federal Bank of California or Prudential Realty or from Jan Davis and fellow realtors should be subjected to this Alien Tort Claim Act/ Criminal Complaint/ True Bill in Commerce , and Letter-Rogatory / Waiver further subjected to the civil liability pursuant to Article 9 of the Uniform Commercial Code , Perfection of Secure Instrument, Rebuttal within Specified Period of time point for point under the penalty of perjury ,and under full Commercial Liability by all Respondents/ Malfeasants And Associates Silent Parties.

Domestic Mixed War- a mixed war is one which is made on one side of Public Authority, and the other by mere private person, (Black's Law Dictionary 5th Ed. Page 1420). War does not exist merely because of an armed attack by Military forces of another nation until it is a condition recognized or accepted by political authority of Government, which is attacked either through an actual declaration of war or other acts demonstrating such, criminally under Title 18, Section 4, civilly under Title 42, Section 1983, 1985, 1986, position emphasis added: (Sun. V. Sun Life Assure Co. Of Canada, D.C. 57 F Supp. 620, 621)

Mixed war is the disintegration of peace: Webster's states: "A **State of hostility, conflict, or antagonism, a struggle between opposing forces,**" not necessarily open, violent, armed confrontations, although a continued state of disrupted peace by any forced lead to open armed conflict.

Malfeasance of office by such wrongful action, these individuals have acted with malfeasance under the Co lour of office and International law , Mental state was to cause willful and deliberate injuries and harm, by breach of Agreement Misrepresentation & conspiracy in avoidance of given Consideration ,Etc.

In addition to and along with the above cited Damages cause by Human Right Violations, the accuser's acting in concert with such so Complete such acts as listed as follows:

Obstructing enforcement (a) whoever holds, or returns any person to a condition of Restraint with the intent of placing him or returning him to a condition/ violation of civil/ human rights shall be fined under Title or Imprisoned not more than 10 years or both. (b) Whoever obstruct, or in any way interfere with, or prevent the enforcement of this section shall be liable to penalties prescribed in subsection (a) Source (June 25, 1948) ch. 645, 62 Stat. 772 Pub. 1-103-322, Title xxxiii sec 330016 (1) R) Sept. 13 1994 108 stat. 2147. Pub. 104-208 Div. Title 2 Sec 218 (a) Sept. 1996. 100 Stat. 3009 J 73.

Fraud- Misrepresentation

Permitting shown and demonstrated Acts under the Status of fraud and Actively participating in a scheming conspiracy of untruths and misrepresentation to deceived the Public at Large and those who entrusted themselves in dealing in good faith, while specifically acting **in deliberate bad faith within such fraud was shown** (Cal. Penal Code sec. 532 18 USC 1001).

Conspiracy-

A confederation of two or more individuals who may not know each other but by their joint effort, commit some unlawful or criminal act.(Black's Law Dictionary). Multiple officials, agents, and other persons named properly noticed by the attached commercial affidavit

Racketeering

Is the combination of the above identified crimes. Title 18 United States Codes Section 1961 (RICO) defines it as involving a host of patterned criminal actions that includes but is not limited to an **act or threat** , **Fraud** , kid napping, gambling, arson, **and as in the instant case**, robbery, bribery, extortion, murder , **misrepresentation, etc.**.

The explanation of crimes Element, Human Rights Violation, mention in above stem from other hidden Silent / Secret Conspiracy , being forced upon the general public at large/ the People of this California Republic and the International Communities. Such Crimes and this Affidavit of Information, is registered in the overall context of the Bankruptcy of the United States the, District of Columbia) as per Jurisdiction set for In the U.S. Constitution Article 1, section 8, clause 17, and 18 and Article 4, Section 3, clause 2) the United

States Bankruptcy is a direct result of the Federal Reserve act of Dec. 22, 1913, in which the delegated authority of Congress to be Responsible for the Nation's currency was unconstitutional and was clearly reiterated on march 17, 1993 on the floor of the House of Representatives by James Traficant, Jr. (Ohio) addressing the House, it is recorded in the United States Congressional Record, Wednesday, March 17, 1993, vol. 33 page HI303:

"Mr. Speaker, we are here now in chapter 11, member of congress are official trustees presiding over the greatest reorganization of any bankrupt entity in world history. The U.S. Government," he further mentioned, "the U.S. attorney general the "permanent member" to the Secretariat of the Interpol operation and the Secretary of the Treasury , the "alternate permanent member" under article 30 of the constitution , and regulation of Interpol 22 USC 263 (a), **the agents are required to renounce their allegiance to their respective countries and expatriate consequently, all "public servant" official, Congressmen, politician, Judges, attorney, law enforcement personnel, the states and their various agencies are express agents of the foreign principal. Private Municipal Corporation in behalf of the United States A) A Federal Corporation title 28 U.S.C. Section 300(5) chapter 176 mentions in the United States is a Corporation 534 federal supplement 724.**

This Enterprise should be subject to 28 USC sec 4 of the commission of crimes cognizable by a court of the United States.

Title 18 USC sec 513 mentions: "Whoever makes, utters, or possesses a counterfeited security of **a State or political subdivision thereof or**

of an organization, or whoever makes, utters, or possesses a forged security of a state or political subdivision thereof, organization **with intent to deceive another person, organization, or government shall be fined not more** than $250,000 or imprisoned not more than ten (10) years or both." Among securities defined at 18 USC sec 2311 is included: **"evidence" of indebtedness, which in a broad sense may mean anything that is due and owing, which would include a PROFORMANCE** /DUTY, OBLIGATION, OR RIGHT OF ACTION.

Letter-Rogatory/ Waiver of Contractual Right of Implied Contracts, agreement Between the Parties

Caveat Notice: provisions of this Implied agreement between the Parties, shall not be construed as a waiver or limitation of that Secure Party's right agreement. The (Keith Spencer), shall not be deemed to have waived right under this agreement unless such waiver is given in writing and signed by All Right Reserved Waiver ,None Ever No delay or omission on the part of the Secure Party's Keith Spencer in exercising a right shall operate as waiver of such right or any other right. A waiver by the Secure Party's Keith Spencer of a provision of this agreement shall not prejudice or constitute a waiver of the Secured Party's Keith Spencer at all time mention has the right otherwise to demand strict compliance with that provision or any other provision of this agreement. No prior waiver by (Keith Spencer) nor any course of dealing between (Keith Spencer), and the Debtor the First Federal Bank and Prudential Realtor Jan Davis Municipal Police **Officer Keffer** and Associates/ Malfeasant's shall constitute a waiver Hazard Bonds / Levy on Insurance Policy if Default for failure to Cure

All Human Rights Violation of the Secure Party within time specified , said Breach of Duty , Forfeitures of All Respondents/ Debtor are obligations under this agreement as to future Transactions, Pursuant to the Guideline of Article 9of the Uniform Commercial Code / United Nation Geneva Convention , The Rome Convention, Title 11 Adversary Proceeding according to Bankruptcy Code , further Waiver of Rights Waiver of Rights to 101(5) of the Bankruptcy Code, and section 54-70 Right to Payment , Waiver also includes Section 2242 / Section 2244 / Section 2246-50 provide that property shall be used to satisfy those creditors who have a lien against the Property , and that the lien-holder shall be paid ,whether reduce to Judgment , Liquidated, fixed contingent, secure or unsecured; or right to equitable remedy for breach of performance is subjected to the Remedies under the guideline of Article 9 of the Uniform Commercial Code , further agreement between the Parties, waiver to the Insolvency Act/ the Secure Party /Lien Claimant who has a lien against said property , and the lien holder shall be paid pro rata if the value of the property is insufficient to pay all lien holders in full, whenever the consent of is required under this Agreement, the granting of such consent by the secure party in one instance shall not constitute consent over the whole. CAVEAT **NOTICE TO ONE IS NOTICE TO ALL**

Hereinafter collectively referred to as "RESPONDENT", "you", "your" "Lender" "defendant" "Contemptables"

RE: 1224 Weaver St. San Diego, CA [92114]

Dear First Federal Bank of California, Prudential Realty, Jan Davis, Gregory Ruzicka, Earl Wallace and all others,

This is my **third** timely in good faith affidavit of obligation and notice to you and your agents

(the first received by First Federal Bank (of California) via Certified Mail 4/25/08 , the second by Jan Davis & Co-horts 5/12/08 via SDPD while in violation of first notice and agreement), that the above property has been sold by Seminole Mortgages to KEITH SPENCER. Any and all responsibility / liability to you and previous owner of your alleged account was/is disputed and the matter settled in full privately. In accordance with state and federal law, this is your NOTICE TO CEASE AND DESIST any and all contact with me in any form, by any means unless it is in writing, signed by a living soul before a notary, within 24 hours time of your receipt, and you have delivered to me original, verified documents as specified below proving your claims that:

1) the Secured Party has granted you permission to trespass on a private matter;

2) the matter was something other than settled in full in a private administrative process;

3) the bookkeeping entries show a loan was made from First Federal Bank assets thereby proving the Lender took a risk in the alleged Loan transaction(s);

4) the Lender is in possession of original signatures for all transactions including, but not limited to, the original & secondary loan agreement and transaction slips;

5) all statements by RESPONDENT and/or its agents are based on personal knowledge as to the status of the alleged Loan and that First Federal is and always has been in lawful compliance with "FDCPA" AND "TILA"`.

6) the Lender and/or the RESPONDENT has a registered claim against KEITH A. SPENCER©; and has provided your Hazard Bond # to Keith Spencer

7) the Lender and RESPONDENT(s) have strictly adhered to, are and were completely correct and accurate and in compliance with, the principles expressed in the Fair Debt Collections Practices Act, hereinafter referred to as "FDCPA", in all reporting and all information they provide/provided to Credit Reporting Agencies regarding KEITH A. SPENCER©

8) every contact, whether written or telephonic, to KEITH A. SPENCER© by RESPONDENT or its Agents, is in compliance with the principles of the FDCPA;

9) an attempt to collect upon a purported debt without providing proof of claim when demanded by the Secured Party is in compliance with the State Statutes and constitutes a valid 'claim';

10) RESPONDENTS refusal to return a bill of exchange/promissory note that was/ is tendered on a date constitutes something other than an exchange for closure, discharge, and settlement in full of the account(s).

Failure to provide the above verified documentation within 24 hours of your receipt constitutes your agreement that no such evidence exists and your agreement to cease and desist from any further collection activity on said property from the above effective date, and your agreement to **convey any and all your interest in property known as 1224 Weaver St. San Diego, CA [92114], to KEITH A. SPENCER within 10 days of non response / default at / in the official records of the San Diego County Recorders Office.**

Common Law Copyright Notice

Common Law Copyright Notice: All rights reserved re; common-law copyright of trade-name/trademark, **KEITH ALLEN SPENCER** © as well as any and all derivatives and variations in the spelling of said trade-names/trademarks -Copyright **1976 (7-28-56)** by 'Keith Allen Spencer. Said trade-names/trademarks, ©, may neither be used, nor reproduced, neither in whole nor in part, nor in any manner whatsoever, without the prior, express, written consent and acknowledgment of 'Keith Allen Spencer as signified by the Blue-ink signature of '______________________________, hereinafter 'Secured Party.' Copyright Violation: Five Hundred Thousand Dollars ($500,000.00) per use violation.

Should you fail to verify each claim on a point by point basis, your silence or failure will constitute your voluntary agreement to send, by certified mail, a cashier's check within thirty (30) days of the date of billing by KEITH A. SPENCER© in the following amounts:

1) Ten Million Dollars ($10,000,000.00) for each communication made to KEITH A. SPENCER© or US District or Superior Courts whether telephonically or in writing, **which is not in affidavit form,** regarding your unsubstantiated claim;

2) Three times the value of any property, the enjoyment and use of which by Keith A. Spencer© the Secured Party is impaired as a result of RESPONDENT'S actions without having first provided documentation verifying your claim; and Fifty Billion Dollars for trespass upon said

property and triple damages per armed personnel entrance upon 1224 Weaver St. San Diego, Calif.

3) Five Hundred Million Dollars ($500,000,000.00) for each transaction initiated by Keith A. Spencer©/ / where KEITH A. SPENCER©' commercial ability is impeded due to you or your agents' adverse court motions or credit reporting;

4) RESPONDENT owes / KEITH A. SPENCER© the amount of DOLLAR AMOUNT ($500,000.00) of your unsubstantiated claim and triple damages;

5) One Hundred Million Dollars ($100,000,000.00) for each court appearance and or filing KEITH A. SPENCER© or the Secured Party makes in response to RESPONDENT'S unsubstantiated claims; and

RESPONDENT also voluntarily agrees to:

6) authorize the Secured Party and KEITH A. SPENCER© to record a UCC-1 both on RESPONDENT and insert name(s) individually as debtors to secure the debt owed KEITH A. SPENCER©; and

7) prove his claim as a RESPONDENT in possession of KEITH A. SPENCER©' property in an involuntary bankruptcy proceeding process and Tort.

The matter is finally and totally settled.

This is a private communication to you in your individual capacity and is intended to effect an out-of-court settlement of this matter. Conduct yourself accordingly.

Verification: sincerely, with all rights reserved,

NOTICE TO THE AGENT IS NOTICE TO THE PRINCIPAL

By:

Keith A. Spencer, Secured Party

UNITED NATIONS RESOLUTION #26

The Universal Bill of Rights

A resolution to improve worldwide human and civil rights.

Description: Recalling the many egregious infringements of human rights,

Recognizing the need to protect basic human rights,

Deploring any acts by government at the sake of human rights,

Determined to put an end to the violation of human rights,

The United Nations shall endorse what will be called the Universal Bill of Rights, the articles of which are as follows:

Article 1 -- All human beings have the right to choose worship any faith, and to change their religious beliefs at any time without punishment on the part of the state.

Article 2 -- All human beings have the right to express themselves through speech and through the media without any interference.

Article 3 -- All human beings have the right to peacefully assemble.

Article 4 -- All human beings have the right to be treated equally under the law of any member nation

UNITED NATIONS RESOLUTION #53

Universal Freedom of Choice

A resolution to improve worldwide human and civil rights.

Description: Aware that sometimes, all choices we face are an illusion, but nonetheless strongly believing that as humans, we are entitled to make them ourselves,

Reiterating that freedom of choice is a defining element of our very humanity and the inalienable right of all humanity,

Alarmed that there are those among us who seek to limit our ability to choose, including but not limited to political, educational and consumer choice,

Further alarmed that individuals can be influenced and their ability to decide limited through cultural conditioning,

Deeply disturbed that the practice of subliminal advertising appears to erode the **fundamental human trait of free will,**

Noting with concern that in the wider world, the populations of entire nations repeat non sequitors issued by the State and remain in profound ignorance of the world around them,

Recalling the Resolution "Universal Bill of Rights" and Articles 1, 2 and 3 in particular,

Approving of past Resolutions restricting personal freedoms in the interests of moral decency,

Stressing that humanity has an innate curiosity about the world, and welcoming all efforts to permit this curiosity to reach its full potential,

1) **Urges all members of the United Nations to recognize that a populace granted the freedom to make choices in life is a happier, more content and more productive society;**

2) Strongly encourages leaders to imagine how different the world could be, if from an early age, people were free to exercise genuine choice in what they read, watched and learnt;

3) Recognizes that the most basic human characteristic is that of curiosity - the ability to wonder, ask questions, and seek answers, and affirms its belief that no State should limit its people's freedom to do this;

4) Expresses its conviction that individuals should not be judged by society for the decisions they make, provided these decisions meet the condition set in Clause 5a of this document;

5) Declares and enshrines in law the freedom of all people to make choices according to their own conscience, particularly with regard to their philosophy of life, social/cultural development and awareness of the world, without unreasonable interference from the State, subject to the following limitations:

a) The decisions taken do not directly inflict physical harm on the individual making them or physical or psychological harm on others; where this is the case, normal criminal law of the country in question applies,

b) The legal guardian of any minor or physically or mentally incapable individual, the latter as defined in the Resolution "Fair Treatment of Mentally-Ill", remains responsible to make informed choices and decisions on their behalf, in accordance with any applicable rights and health and safety legislation laid down by the State,

c) The right to choose with regard to services only extends to existing services, and does not mandate the creation of private health and education sectors in nations where provision of public services is a State monopoly, while the right of the State to later deregulate nationalized services, or choose not to do so, remains unaffected;

6) Declares a moratorium on the use of subliminal advertising pending independent internationally-coordinated research into its effects on the capacity of individuals and wider society to make rational decisions.

UCC 3-103 fraud, misrepresentation, duress, Estoppels, Bankruptcy, principal and agent law of contract.

UCC 3-103. Duty to act in good faith requires honesty not dishonest/ reasonable Commercial Standard of fair Dealing.

UCC 403. Filing Public Record or upon Acceptance by Filing offer.

UCC 1-201 (11) **offer/ consideration/ Acceptance**

UCC 1-105 Territorial, Application of the act, practice, Power to choose, Application Law, choose law, conflict of Law.

Acceptance for Value / Alien Tort Claim Act of Malfeasants

Payment of Five Hundred Million Dollars, Lawful Money U.S.

$500,000,000.00

Or Partial Assignment of $ 100, 000,.00 Per day

Nature of Crime	Damage Penalty	Authority of Damage
Invasion of International Protocols	$100,000,000.0	18USC 1001
Under the Status of fraud/		
3 counts theft of exemption	$500,000.00	$ 18 USC 872
from count 4 (felony) (18USC 2112) no	$250,000.00	$18USC 3571, 3623
Conspiracy, Libel, Slanders	$100,000.00	$18USC, 241
Racketeering (Criminal) /Misrepresentations	$250,000.00	$18USC, 1963

$500,000.00 per day $18 USC 872

See attachment: **Bill of Exchange** upon default

Subtotal amount, see Attachment (A)

Racketeering (Civil Value) Whatever the actual damages are, that can be proven, multiplied by 3, triple the damages.

$10,000.00 x 3 = $ 18 USC, 1964

10 Human /Constitutional Violations

(Human Rights violation)	$ 100,000,000.00
from count 5	$ see attachment
Partial Assignment table total	$ 100,000,000.00
Racketeering civil penalties	$ upon default, see exhibit of Bill of Exchange for said amount of Five Hundred Million Dollars.

Keith Spencer), attest and affirm that the above information mentioned in this affidavit of truth is True and correct to the best of my knowledge and belief of Events that has taken Places on or around May. 2008 anything mention in the Affirmative should be view as true and correct also Caveat Notice , of Delegation of Authority within 7 days , to the Private Attorney General to Prosecute , this Alien Tort Claim Act in behalf of Foreign National/ General Public at Large in Rome According to the Rome Convention of the Alien Tort Claim Act, Or can please give me your legal Authority, if you choose not to prosecute, why each member doesn't fall in the realm of criminal prosecution of this Alien Tort Claim Act for Human Right violations of the United Nation International Protocols, Resolutions **the International Covenant on Civil and Political Rights, Article , and United Nations Human Right Committee, also the Universal**

Declarations of Human Rights, Vienna Conventions and the Protocol to aid National who in Distress in or outside Sovereign Territory, mentioned in the above.

Henceforth Submitted

Keith Spencer Acting Private Attorney General

UCC-1 207.7 "Without Prejudice"

Attachments

DOC # 2008-0191189

RECORDING REQUESTED BY

After Recording Return To:
SEMINOLE MORTGAGES
P.O. BOX 6242
FULLERTON, CA 92834

APR 10, 2008 3:16 PM
OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 94.00
DA: 1
PAGES: 17

f11
17p
1cc

[Space Above This Line For Recording Data]

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated April 30, 2007, together with all Riders to this document.

(B) **"Borrower"** is Keith Spencer. Borrower is the trustor under this Security Instrument.
1224 Weaver St San Diego, CA 92114

(C) **"Lender"** is SEMINOLE MORTGAGES. Lender is organized and existing under the laws of . Lender's address is P.O. Box 6242, Fullerton, CA 92834. Lender is the beneficiary under this Security Instrument.

(D) **"Trustee"** is Eric L. Glover and/or Rodney L. Belle, Sr.

(E) **"Note"** means the promissory note signed by Borrower and dated April 30, 2007. The Note states that Borrower owes Lender Five Hundred Thousand Dollars (U.S. $500,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 5, 2037.

(F) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(G) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

This is a true certified copy of the record
if it bears the seal, imprinted in purple ink

GREGORY J. SMITH
Assessor/Recorder/Clerk
San Diego County, California

T6
OC
ICC

DOC # 2007-0237013

APR 09, 2007 3:53 PM

OFFICIAL RECORDS
SAN DIEGO COUNTY RECORDER'S OFFICE
GREGORY J. SMITH, COUNTY RECORDER
FEES: 30.00
OC: AFNF
PAGES: 1

RECORDING REQUESTED BY
CATHERINE G. POPE
WHEN RECORDED MAIL TO
AND MAIL TAX STATEMENTS TO

NAME CATHERINE G. POPE

ADDRESS 1224 WEAVER STREET

CITY SAN DIEGO
STATE & ZIP CA 92114

543-071-14

GRANT DEED

TITLE ORDER NO. ESCROW NO. APN NO.

THE UNDERSIGNED GRANTOR(s) DECLARE(s)
DOCUMENTARY TRANSFER TAX is $ GIFT -0- CITY TAX $

[x] computed on full value of property conveyed, or
[ ] computed on full value less value of liens or encumbrances remaining at time of sale,
[ ] Unincorporated area: [X] City of SAN DIEGO, and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, CATHERINE G. POPE, A MARRIED WOMAN AS HER SOLE AND PROPERTY LISTED BELOW

hereby GRANT(s) to SEMINOLE MORTGAGES
P.O. BOX 6242
FULLERTON, CA 92834

the following described real property in the County of SAN DIEGO State of California:

LOT 18 OF EMPIRE ADDITION TO ENCANTO HEIGHTS, IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, ACCORDING TO THE MAP THEREOF NO. 1254, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY APRIL 26, 1910.

Dated MARCH 23, 2007

Catherine G. Pope

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } S.S.

On MARCH 23, 2007 before me, ARNIE M. BELLE (A NOTARY Public)
(here insert name and title of the officer), personally appeared CATHERINE G. POPE

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Ar. M. Belle

CSC1 ARNIE M. BELLE
COMM. #1452987
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
NOVEMBER 24, 2007 CSC1

(This area for official notarial seal)

MAIL TAX STATEMENTS TO ADDRESS AS SHOWN ABOVE

FORMGRNTDEED
Rev. 12/2006

Keith A. Spencer
Secured Party
Attorney In Fact for KEITH A. SPENCER©
C/O 1224 Weaver St. San Diego, CA [92114]

APRIL 24 , 2008 / May 8, 2008 Sent Certified Mail #

President, Vice President and CEO individually, and First Federal Bank and JOHN DOES 1-1000 dba COLLECTION MANAGER / ATTORNEY SERVICES and all others.
FIRST FEDERAL BANK Prudential Realty Jan Davis and all others
401 WILSHIRE BLVD
SANTA MONICA, CA 90401

NOTICE TO ONE IS NOTICE TO ALL

Hereinafter collectively referred to as "RESPONDENT", "you", "your" "Lender"

RE: 1224 Weaver St. San Diego, CA [92114]

Dear First Federal Bank and all others,

This is my timely affidavit of obligation and notice to you and your agents that the above property has been sold by Seminole Mortgages to KEITH SPENCER. Any and all responsibility / liability to you and previous owner of your alleged account was/is disputed and the matter settled in full privately. In accordance with state and federal law, this is your NOTICE TO CEASE AND DESIST any and all contact with me in any form, unless it is in writing, signed by a living soul before a notary, within three days time of your receipt, and you have delivered to me original, verified documents as specified below proving your claims that:

1) the Secured Party has granted you permission to trespass on a private matter;

2) the matter was something other than settled in full in a private administrative process;

3) the bookkeeping entries show a loan was made from First Federal Bank assets thereby proving the Lender took a risk in the alleged Loan transaction(s);

4) the Lender is in possession of original signatures for all transactions including, but not limited to, the original & secondary loan agreement and transaction slips;
5) all statements by RESPONDENT and/or its agents are based on personal knowledge as to the status of the alleged Loan and that First Federal is and always has been in lawful compliance with "FDCPA" AND "TILA"'.

6) the Lender and/or the RESPONDENT has a registered claim against KEITH A. SPENCER©;

7) the Lender and RESPONDENT(s) have strictly adhered to, are and were completely correct and accurate and in compliance with, the principles expressed in the Fair Debt Collections Practices Act, hereinafter referred to as "FDCPA", in all reporting and all information they provide/provided to Credit Reporting Agencies regarding KEITH A. SPENCER©

8) every contact, whether written or telephonic, to KEITH A. SPENCER© by RESPONDENT or its Agents, is in compliance with the principles of the FDCPA;

9) an attempt to collect upon a purported debt without providing proof of claim when demanded by the Secured Party is in compliance with the State Statutes and constitutes a valid 'claim';

10) RESPONDENTS refusal to return a bill of exchange/promissory note that was/ is tendered on a date constitutes something other than an exchange for closure, discharge, and settlement in full of the account(s).

Failure to provide the above verified documentation within 3 days of your receipt constitutes your agreement that no such evidence exists and your agreement to cease and desist from any further collection activity on said property, and your agreement to convey any and all your interest in property known as 1224 Weaver St. San Diego, CA [92114], to KEITH A. SPENCER within 30 days of non response / default at / in the official records of the San Diego County Recorders Office.

Should you fail to verify each claim on a point by point basis, your silence or failure will constitute your voluntary agreement to send, by certified mail, a cashier's check within thirty (30) days of the date of billing by KEITH A. SPENCER© in the following amounts:

1) Ten Thousand Dollars ($10,000.00) for each communication made to KEITH A. SPENCER© or US District or Superior Courts whether telephonically or in writing, **which is not in affidavit form**, regarding your unsubstantiated claim;

2) Three times the value of any property, the enjoyment and use of which by Keith A. Spencer© the Secured Party is impaired as a result of RESPONDENT'S actions without having first provided documentation verifying your claim; and One Million Dollars for trespass upon said property and triple damages per armed personnel entrance upon 1224 Weaver St. San Diego, Calif.

3) Fifty Thousand Dollars ($50,000.00) for each transaction initiated by Keith A. Spencer©/ / where KEITH A. SPENCER©' commercial ability is impeded due to you or your agents' adverse credit reporting;

4) RESPONDENT owes / KEITH A. SPENCER© the amount of DOLLAR AMOUNT ($500,000.00) of your unsubstantiated claim and triple damages;

5) One Hundred Thousand Dollars ($100,000.00) for each court appearance and or filing KEITH A. SPENCER© or the Secured Party makes in response to RESPONDENT'S unsubstantiated claims; and

RESPONDENT also voluntarily agrees to:

6) authorize the Secured Party and KEITH A. SPENCER© to record a UCC-1 both on RESPONDENT and insert name(s) individually as debtors to secure the debt owed KEITH A. SPENCER©; and

7) prove his claim as a RESPONDENT in possession of KEITH A. SPENCER©' property in an involuntary bankruptcy proceeding process and Tort.

The matter is finally and totally settled.

This is a private communication to you in your individual capacity and is intended to effect an out-of-court settlement of this matter. Conduct yourself accordingly.

Verification: sincerely, with all rights reserved,

By:

Keith A. Spencer, Secured Party

UNITED STATES DISTRICT COURT
SOUTHERN JUDICIAL DISTRICT

DECLARATION OF SERVICE

I am over the age of 18 and I hereby attest and confirm that I served the below listed parties and/or an authorized agent of US District Court at their place of business or dwelling , and that I served the following documents:

Criminal Complaint to:

First FederaBANK
401 Wilshire BlVD Notice to One is Notice to ALL
Santa Monica, CA 90401

To Proof of Service, I do hereby declare to be true and correct to the best of my knowledge and ability that I have served the party(s) named hereon with a true copy of the document within

This 28 **DAY of** MAY **2008**

[signature] **Signature of Person Serving**

JS 44
(Rev. 07/89)

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

FILED 2008 MAY 28 PM 3:37

I. (a) PLAINTIFFS Keith Spencer
1224 Weaver st
San Diego, CA 92114

DEFENDANTS First Federal Bank, Prudential Realty, Jan Davis Municipal Police officer Kerfer and associates 1-100.

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT San Diego
(IN U.S. PLAINTIFF CASES ONLY)
NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACE OF LAND INVOLVED

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)
same as Above

ATTORNEYS (IF KNOWN)

'08 CV 0942 DMS LSP

II. BASIS OF JURISDICTION (PLACE AN x IN ONE BOX ONLY)

- [ ] 1 U.S. Government Plaintiff
- [ ] 2 U.S. Government Defendant
- [x] 3 Federal Question (U.S. Government Not a Party)
- [ ] 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN x IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)
(For Diversity Cases Only)

	PTF	DEF		PTF	DEF
Citizen of This State	1	1	Incorporated or Principal Place of Business in This State	4	4
Citizen of Another State	2	2	Incorporated and Principal Place of Business in Another State	5	5
Citizen or Subject of a Foreign Country	3	3	Foreign Nation	6	6

IV. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

18 USC 4 Rule 3 - Request For Grand Juries Investigations

V. NATURE OF SUIT (PLACE AN x IN ONE BOX ONLY)

CONTRACT
- 110 Insurance
- 120 Marine
- 130 Miller Act
- 140 Negotiable Instrument
- 150 Recovery of Overpayment Enforcement of Judgment
- 151 Medicare Act
- 152 Recovery of Defaulted Student Loans (Excl. Veterans)
- 153 Recovery of Overpayment of Veteran's Benefits
- 160 Stockholders' Suits
- 190 Other Contract
- 195 Contract Product Liability

TORTS

PERSONAL INJURY
- 310 Airplane
- 315 Airplane Product Liability
- 320 Assault, Libel & Slander
- 330 Federal Employers' Liability
- 340 Marine
- 345 Marine Product Liability
- 350 Motor Vehicle
- 355 Motor Vehicle Product Liability
- [x] 360 Other Personal Injury

PERSONAL INJURY
- 362 Personal Injury—Med Malpractice
- 365 Personal Injury—Product Liability
- 368 Asbestos Personal Injury Product Liability

PERSONAL PROPERTY
- 370 Other Fraud
- 371 Truth in Lending
- 380 Other Personal Property Damage
- 385 Property Damage Product Liability

FORFEITURE/PENALTY
- 610 Agriculture
- 620 Other Food & Drug
- 625 Drug Related Seizure of Property 21 USC 881
- 630 Liquor Laws
- 640 R.R. & Truck
- 650 Airline Regs
- 660 Occupational Safety/Health
- 690 Other

LABOR
- 710 Fair Labor Standards Act
- 720 Labor/Mgmt. Relations
- 730 Labor/Mgmt. Reporting & Disclosure Act
- 740 Railway Labor Act
- 790 Other Labor Litigation
- 791 Empl. Ret. Inc. Security Act

BANKRUPTCY
- 422 Appeal 28 USC 158
- 423 Withdrawal 28 USC 157

PROPERTY RIGHTS
- 820 Copyrights
- 830 Patent
- 840 Trademark

SOCIAL SECURITY
- 861 HIA (1395ff)
- 862 Black Lung (923)
- 863 DIWC/DIWW (405(g))
- 864 SSID Title XVI
- 865 RSI (405(g))

FEDERAL TAX SUITS
- 870 Taxes (U.S. Plaintiff or Defendant)
- 871 IRS—Third Party 26 USC 7609

OTHER STATUTES
- 400 State Reappointment
- 401 Antitrust
- 430 Banks and Banking
- 450 Commerce/ICC Rates/etc.
- 460 Deportation
- 470 Racketeer Influenced and Corrupt Organizations
- 810 Selective Service
- 850 Securities/Commodities/Exchange
- 875 Challenge 12 USC 3410
- 891 Agricultural Acts
- 892 Economic Stabilization Act
- 893 Environmental Matters
- 894 Energy Allocation Act
- 895 Freedom of Information Act
- 900 Appeal of Fee Determination Under Equal Access to Justice
- 950 Constitutionality of State Statutes
- 890 Other Statutory Actions

REAL PROPERTY
- 210 Land Condemnation
- 220 Foreclosure
- 230 Rent Lease & Ejectment
- 240 Torts to Land
- 245 Tort Product Liability
- 290 All Other Real Property

CIVIL RIGHTS
- 441 Voting
- 442 Employment
- 443 Housing/Accommodations
- 444 Welfare
- 440 Other Civil Rights

PRISONER PETITIONS
- 510 Motions to Vacate Sentence Habeas Corpus:
- 530 General
- 535 Death Penalty
- 540 Mandamus & Other
- 550 Other

VI. ORIGIN (PLACE AN x IN ONE BOX ONLY)

- [x] 1 Original Proceeding
- [ ] 2 Removed from State Court
- [ ] 3 Remanded from Appellate Court
- [ ] 4 Reinstated or Reopened
- [ ] 5 Transferred from another district (specify)
- [ ] 6 Multidistrict Litigation
- [ ] 7 Appeal to District Judge from Magistrate Judgment

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND $

Check YES only if demanded in complaint:
JURY DEMAND: [x] YES [ ] NO

VIII. RELATED CASE(S) (See instructions): IF ANY

JUDGE ______ DOCKET NUMBER ______

DATE 5-27-08

SIGNATURE OF ATTORNEY OF RECORD Keith A. Spencer

UNITED STATES DISTRICT COURT

CR